

AMENDMENT NO. 2

This Amendment modifies Contract No. 13-11-12685 for Jail Management Information System by and between the County of Cook, Illinois, herein referred to as "County" and Tribridge Holdings, LLC authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on May 8, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide a jail management information system (hereinafter referred to as the "Services") from May 8, 2013 through May 7, 2018, with two, one-year renewal options, in an amount not to exceed \$2,179,500.00; and

Whereas, Amendment No. 1 was executed on January 29, 2014 for the addition of Services, in the amount of \$886,555.00; and

Whereas, an increase in the amount of \$506,400.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to include additional scope of services to the Contract; and

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is increased by \$506,400.00 and the Total Contract Amount is revised to \$3,572,455.00.
2. Article 5(b) Method of Payment of the Agreement is deleted in its entirety and is revised as follows:

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the

provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

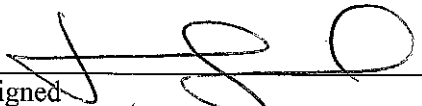
3. The Contract is hereby amended to incorporate Exhibit A – Statement of Work and made part of the Contract.
4. The Contract is hereby amended to incorporate Exhibit B – Cook County Information Technology Special Conditions and made part of the Contract.
5. The Contract is hereby amended to incorporate Exhibit C – Criminal Justice Information Services Security Requirements (CJIS) and made part of the Contract.
6. The attached Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan and Economic Disclosures Statement forms are incorporated and made a part of this Contract.
7. All other terms and conditions remain as stated in the Contract.

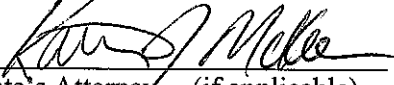
In witness whereof, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

Tribridge Holdings, LLC

By: 
Chief Procurement Officer

Signed 

By: 
State's Attorney (if applicable)

Josh Jaguich
Type or print name

Vice President
Title

Date: 21 November 2016

Date: 9-26-16

Exhibit A

Statement of Work

Statement of Work Cook County Sheriff's Department Offender360/Microsoft Dynamics CRM and SQL Upgrade

Project Summary

The purpose of this project is for Tribridge to provide Cook County Sheriff's Department (Customer) with services associated with upgrading CCOMS (Offender360/Microsoft Dynamics CRM) from CRM 2011 to 2016 including the SQL database from 2008 to 2014 in an on premise environment hosted by Customer.

Services that will be performed as part of this upgrade include:

- Upgrade SQL Server for three (3) new server environments (Dev, Test, and Production) that are used by Cook County's CRM environment.
- Upgrade CCOMS/Dynamics CRM environments from Dynamics CRM 2011 to 2016 in separate parallel environment from the current production system.
- Test and ensure all system functionality is working as expected.
- Provide Administrative & SME training on UI and navigation
- Maximize system availability during the upgrade process.
- Provide Go Live support
- Perform project planning, coordination and management
- Optional Post Implementation Support Services

Scope

2.1 Software. In performing the Services, Tribridge will be upgrading the software products that are licensed to Customer, collectively "Software."

Software
MICROSOFT SOLUTIONS
Microsoft Dynamics CRM 2016
Microsoft SQL Server 2014
TRIBRIDGE SOLUTIONS
Offender360
3rd PARTY SOLUTIONS
Scribe Insight
AssureSign
North52 Formula Manager

2.2 Services. Our approach leverages the combined effort of the project teams, staffed by Tribridge and Customer resources. As part of the upgrade process, Tribridge will perform the following key tasks:

2.2.1 Installation and Configuration. During this Phase, the solutions are installed and configured.

- Install two (2) SQL Server Enterprise instances for each of three environments, Test/Dev/Production. SQL Server 2014 Enterprise will be used for the SQL upgrade.
- Windows clustering will be configured between hosts.
- CRM DBs will be copied over from production or otherwise deployed.
- Appropriate logins and jobs will be migrated over.
- SQL AlwaysOn will be configured.

2.2.2 Build/Upgrade/Test Phase. During this Phase, the solutions are upgraded and prepared for redeployment.

- Upgrade CCOMS/Dynamics CRM from Dynamics CRM 2011 to 2016 for each of the three environments: Test, Development, & Production: Tribridge is responsible for upgrading all solutions (Dynamics CRM, SQL Server, Offender360, Scribe Insight, North52 Formula Manger, AssureSign) in the development, test and production environments. As part of the Dynamics Platform and Offender360 upgrades, Tribridge has included time to review, reconfigure and optimize any forms applicable to the solution based on CRM 2016 user interface standards. Synchronization of any configuration changes between the development, test and production environments is also covered as part of the upgrade process. Tribridge has included time for up to six (6) onsite trips, consisting of four (4) days onsite per trips, of up to two (2) Tribridge resource to perform the solution upgrades and form optimization tasks.
- System Testing: Customer is responsible for the development of the test cases and the Testing will be based on the test cases. The purpose of this testing is for users to validate system functionality and may or may not include all data, integrations, and reports. Results of the activities are compared against the expected results and, where necessary, changes are made to the system and the scenario is repeated. The majority of the actual tasks in the Testing will be performed by Customer with Tribridge's guidance. Tribridge has included time for up to four (4) days of onsite UAT support for up to one (1) Tribridge resource. The testing will include the following sequences.
 - SQL server
 - All Offender360 Core entities and all CCOMS custom entities
 - All workflows
 - Five (5) custom dashboards
 - Thirty-nine (39) custom reports
 - SDK custom components
 - Camera integration - Image Capture, Inmate ID Card printing.
 - Web Application - Fingerprint capture, Movements (barcode and fingerprint), Initiate Booking, Image Display, Cell census web resource, Scripting , Custom ribbon buttons, Migration to .Net Framework 4.5.2 and Visual Studio 2013
 - AssureSign – SDK components and thirteen (13) templates
 - HL7 integration with Cerner
 - Formula Manager formulas – 292 formulas
 - ISV Products
 - Scribe
 - AssureSign
 - North52 Formula Manager
 - Ribbon Editor
 - System Integrations
 - Scribe - CCOMS_CreateMealPlans
 - Scribe - CCOMS_DisableAlerts
 - Scribe - CCOMS_UpdateNextCourtDate_Booking_Inmate
 - Scribe - CCOMS_UpdateNextCourtDate_NextCourtLocation_Case
 - SQL Integration DTSX files - Alpha Roster
 - SQL Integration DTSX files - HFS Output
 - SQL Integration DTSX files - IVR Charges
 - SQL Integration DTSX files - IVR Court List
 - SQL Integration DTSX files - IVR Phone List
 - SQL Integration DTSX files - IVR Visitation List
 - SQL Integration DTSX files - KEEFE Booking
 - SQL Integration DTSX files - KEEFE Discharge
 - SQL Integration DTSX files - KEEFE Housing
 - SQL Integration DTSX files - SOC Output

- SQL Integration DTSX files - Western Union
- SQL Integration Views - CCOMS_AlphaRoster
- SQL Integration Views - CCOMS_ColorBar
- SQL Integration Views - CCOMS_DailyPopulation
- SQL Integration Views - CCOMS_HFS_Header
- SQL Integration Views - CCOMS_HFS_Output
- SQL Integration Views - CCOMS_HFS_Records
- SQL Integration Views - CCOMS_IVR_Charges
- SQL Integration Views - CCOMS_IVR_CourtList
- SQL Integration Views - CCOMS_IVR_Phone_List
- SQL Integration Views - CCOMS_IVR_VisitationList
- SQL Integration Views - CCOMS_KEEFEBOOKING
- SQL Integration Views - CCOMS_KEEFEDISCHARGE
- SQL Integration Views - CCOMS_KEEFEHOUSING
- SQL Integration Views - CCOMS_NextCourtDateCourtLocation
- SQL Integration Views - CCOMS_SecurusActives
- SQL Integration Views - CCOMS_SOC_Output
- SQL Integration Views - CCOMS_WebTableUpdate
- SQL Integration Views - CCOMS_WesternUnion
- SQL Integration Views - InmatelImage
- SQL Integration Views - ViewVINE_A
- SQL Integration Views - ViewVine_OA
- SQL Integration Views - ViewVine_OD
- SQL Integration Views - ViewVine_OR
- SQL Integration Views - ViewVine_OR_Released
- SQL Integration Views - ViewVine_PD2
- SQL Server Jobs - Alpha Roster
- SQL Server Jobs - Cerner Daily Population Report
- SQL Server Jobs - HFS Output
- SQL Server Jobs - IVR
- SQL Server Jobs - Keefe
- SQL Server Jobs - SOC
- SQL Server Jobs - Western Union
- CCOMS CRM Redeployment configuration to point to the new SQL instance
- Project Management and oversight

2.2.3 Training and Deployment Phase. During this Phase, additional training, user acceptance testing and final system configuration are completed. Activities required to close the project, provide post-production support, and transition the solution and knowledge to the Customer are also completed during this phase.

- **Administrator/SME Training:** Tribridge will work with Customer to develop the training plan. Customer will be responsible for final creation of the training plan and the communications and logistics necessary for its execution with staff and end users. Tribridge will develop a set of baseline training materials for Tribridge developed components to support the rollout to technical and end users. The customer will be responsible for development of any additional custom training materials.

Key Customer project team members will become 'super users' of the system, and assist with the overall rollout of the application. Tribridge will conduct a train-the-trainer approach in which Customer 'super users' will conduct the training of other users throughout the organization. Customer will be responsible for the development of user training materials. Tribridge has included hours to train the Customer super users, SME's and administrators. This will involve eight (8) days of onsite training sessions including up to two (2) Tribridge resource covering functional and

administration changes in the CRM 2016 platform only. If Customer determines that Tribridge will conduct additional training to all users, a Change Order will be issued.

- Go Live Support: Tribridge will monitor the usage of the application features and the overall performance of the system. The primary objective of this step is to verify that the new system is fully operational and sufficiently provides the needed functionality and management information. Tribridge has included time for up to four (4) days of onsite Go Live support for up to one (1) Tribridge resource.

2.2.4 Project Planning and Management Phase. During this Phase, project planning will be conducted and activities to manage the project will be performed.

- Project Planning: Tribridge will perform key project planning activities with Customer to prepare both Tribridge and Customer project teams for the upgrade prior to the start of the project. Planning activities will be conducted both remote and onsite and include review of technology environments and applications to be migrated, review of pre-upgrade project checklist and the development of final project plan and project work schedule.
- Project Management: Tribridge will formalize agendas and present them to Customer in advance of any work weeks onsite. Throughout the course of the project, an issues and risk log is maintained, progress is monitored, status memos are prepared, and status meetings are conducted. The existing SharePoint project team site will be used to enable the sharing and collaboration of all project documentation. Status meetings with the project team will be conducted on a regular basis.

Milestones and Deliverables:

The following is a list of the key project Service Deliverables that will be produced within the scope of this SOW and which must be formally reviewed and accepted. At specified milestones throughout the project, we will submit completed project Service Deliverables for your review and approval.

The Customer Project Manager shall review all Tribridge deliverables within five (5) business days and provide written notice to Tribridge either accepting or rejecting the accuracy of each report and the completion of each deliverable. Without such notice, such deliverable shall be deemed accepted.

Milestone	Deliverable Name	Description	Signoff Required
Project Plan Completion	Project Plan Submitted for Acceptance and Signoff	MS Project Plan document with MS Word document for signoff acknowledging acceptance of the Project Plan.	Yes
Development/Test Environment Upgrade Completion	Development/Test Environment Upgrade Completion Signoff	MS Word document acknowledging that the Development and Test environment upgrades have been completed.	Yes
Training Completion	Training Completion Signoff	MS Word document acknowledging that the Training per the Training Plan has been completed.	Yes
Production Environment Upgrade & Go Live Completion	Production Environment Upgrade & Go Live Completion Signoff	MS Word document acknowledging that the Production environment upgrade and Go Live tasks have been completed.	Yes

3.1 Start Date, Timeline, and Impact on Services. We expect this project to take up to twelve (12) consecutive weeks to complete. Tribridge will make resources available within 2 weeks of statement of work acceptance and issuance of contract. Any changes to the project start date (once agreed by both parties) and timeline may also impact the estimated cost of the

project as resources may need to be held for the project or ramp down/ramp up when needed. This change will be handled as per the change management process defined in the Project Management section.

3.2 Statement of Work Expiration. This Statement of Work is valid for 30 days from date of this Statement of Work. It will expire at midnight on the 30th day.

4 Project Fees and Milestone Payments.

4.1 Fixed Fees.

The implementation project is a fixed fee engagement, inclusive of travel-related expenses. The implementation fees outlined in detail below are derived from the scope, assumptions, and deliverables as described in this document. Any changes to the software, implementation services scope and project assumptions will impact the time for completion and the fees. The following table contains the cost breakdown for the services that we currently believe are required for the solution upgrades proposed.

Upgrade Services Phases	Total Fees
Installation and Configuration Phase	-----
Build/Upgrade/Test Phase	-----
Training and Deployment Phase	-----
Project Planning and Management Phase	-----
Total Services Fees	\$324,000

Services will be billed as milestone deliverables are completed and accepted by Customer. The milestone schedule is defined in the table below.

Milestone Description	Payment
1. Project Plan Completion	\$54,000
2. Development/Test Environment Upgrade Completion	\$110,000
3. Training Completion	\$40,000
4. Production Environment Upgrade & Go Live Completion	\$120,000
Total Services Fees	\$324,000

4.2 Project Completion.

The project will be considered complete when the following conditions are met:

All of the defined milestones and any Change Requests accepted pursuant to the Change Management Process defined in this SOW are delivered and accepted or deemed accepted; or

5 Optional Post Implementation Support Services

As an optional service Tribridge can provide ongoing support of Offender360 post implementation of the upgrade. Tribridge has below an outline of the support hours per year with fixed cost for the County to consider.

Optional - Ongoing Support Year	Support Hours	Cost
Year 1 Support	24 hours per month	\$57,600
Year 2 Support	16 hours per month	\$38,400
Year 3 Support	16 hours per month	\$38,400
Year 4 Support	12 hours per month	\$28,800
Year 5 Support	8 hours per month	\$19,200
Optional - Ongoing Support 5 Year Total		\$182,400

Cook County and Tribridge will work together at the conclusion of the upgrade project to come to a mutually agreeable structure for utilizing the support hours.

i Assumptions.

The following assumptions have been made in regard to this SOW:

Management Commitment. Our experience shows that successful projects require strong management commitment. Executive sponsorship of this project is essential. Our implementation experience has proven that projects with strong executive involvement go more smoothly, produce expected budget results, and have strong client satisfaction.

Customer Project Team Commitment. To keep the project on schedule, we expect the core Customer project team to be dedicated to the project throughout the life cycle of this Statement of Work. The timeframe outlined assumes we are able to effectively coordinate the schedules of the Customer's team and that the knowledge required for design sessions, user acceptance testing, etc. is distributed across the Project Team.

Internal Customer Support. We expect that Customer will identify an internal resource, typically an IT team member, as the Software technical lead. Our experience shows that this person should be identified as early in the project as possible in order to learn as much as possible from the Tribridge team.

Upgrade Activities – The scope of this project includes the upgrade of the current CCOMS/Dynamics CRM solution only. No new functionality or enhancements to the existing solution are included.

Changes. In each instance, a change, revision, alteration to the phase, deliverable, scope, cost or the performance of any service herein must be specified in a written change order signed by Customer. The change order document shall include a description of the service changed, the estimated time to complete the task(s), and the cost(s). In the event a change order is not signed, Customer shall compensate Tribridge for all services rendered and expenses incurred or committed to as of the date of Tribridge notice.

Accessibility. Tribridge assumes Customer end-users will be accessing Dynamics CRM from devices meeting Microsoft-provided compatibility requirements. A list of compatibility requirements for Browsers and Operating Systems can be found online at <https://support.microsoft.com/en-us/kb/3018360>. Compatibility requirements for Tablets can be found online at <https://support.microsoft.com/en-us/kb/3019557>. Devices that are not on list, are not officially supported. This does not mean they will not work. They have not been tested, and will not be supported should an issue arise. Testing on supported devices will be conducted during the Build and Test phase.

Partner of Record. In order to adequately support Customer during the implementation of Microsoft Dynamics CRM, Microsoft requires that Tribridge be designated as Customer's Partner of Record. This designation allows the implementation team to access your account information to efficiently support you during, and after the project. Customer will designate Tribridge as its Partner of Record prior to the start of the project.

Deliverable Review and Acceptance. The Customer Project Manager shall review all Tribridge status reports and/or deliverables within six (6) business days and provide written notice to Tribridge either accepting or rejecting the accuracy of each report and the completion of each deliverable. Without such timely and written notice, such report and/or deliverable shall be deemed accepted.

Tribridge will correct problems with a Deliverable that are identified in the written rejection notice, as described above, and within the scope of this Statement of Work, after which the Deliverable will be deemed accepted.

Issues that are outside the scope of this Statement of Work and feedback provided after a Deliverable has been deemed accepted will be addressed as a potential change of scope pursuant to the Change Management process outlined in this SOW.

The functioning solution is typically comprised of configured commercial software and custom source code and associated objects. Review and acceptance of the solution or custom source code, for this SOW only, is based on completion / sign off of the User Acceptance Test.

System Maintenance. Customer will be responsible for maintaining and troubleshooting network and infrastructure issues. Customer will perform routine daily backups of all Microsoft Dynamics CRM environments.

Client will provide clean, newly provisioned development, test and production environments on which Tribridge will implement a new installation of SQL server, Dynamics CRM, Offender360 and related components.

We will have a representative from Cook County available to perform tasks at the physical host level (snapshots). Cook County will be responsible for the recoverability of the servers if a partial or full recovery is required.

Appropriate maintenance windows will be granted for outages required, length to be determined after testing.

Any change control documentation is submitted/approved by client.

Licensing. The SQL Server(s) to be upgraded are licensed appropriately.

- AlwaysOn requires Enterprise Edition (Standard will not support).
- The appropriate installation media is available on the in scope servers.

Remote Access. Tribridge will have remote administrative access to the OS and to SQL.

Testing. Cook County would be responsible for the update of test scripts and execution of full system regression testing. This effort estimate is exclusive of any user and acceptance testing to be completed by the customer.

Third Party Vendors. This estimate does not include the upgrade and/or testing of any items developed by a third party vendor that are not listed in Exhibit 1.

Work Stoppage/Project Delay. Upon customer's written notice to Tribridge, customer may suspend or delay the Project for a time determined by Customer in its sole discretion, and specified in such notice ("Project Hold"). If customer notifies Tribridge of a Project Hold, the following terms apply:

Upon notice of the Project Hold, Tribridge will cease all work under the Project for the time specified in customer's notice (the "Stand Down Period").

To exercise a Project Hold, customer must provide Tribridge 14 days' prior written notice specifying the reason for the Project Hold and the amount of time for the Stand Down Period.

A Project Hold may necessarily result in an extension of the fixed timeline under the Initial Project Plan described in the agreed upon Project Plan. The Parties will negotiate in good faith to determine an appropriate extension and an applicable Change Order reflecting the extension and the additional associated costs.

If the Stand Down Period requested by customer is greater than two weeks, customer acknowledges that Tribridge cannot guarantee that the same Tribridge staff can return to the Project. However, Tribridge will make commercially reasonable efforts to have the same staffing available.

If customer requests a Stand Down Period of 2 weeks to a month, customer acknowledges that 3 days will be required for the Tribridge team to reengage under the Project. If customer requests a Stand Down Period of more than a month, customer acknowledges that 7 days will be required for the Tribridge team to reengage under the Project. The reengagement time in either case will be billed at the rate set forth in the Fees Section.

If the Project is terminated, customer agrees to pay Tribridge the fees that have been actually incurred up to the date of termination. Should the termination occur between milestones, customer agrees to pay Tribridge for the time incurred for work performed to date.

Acceptance.

We appreciate the opportunity to provide our consulting services to Cook County Sheriff's Department and we are confident that you will recognize significant value associated with our Services.

Please indicate your acceptance to this SOW by signing below.

Tribridge Holdings, LLC

Signature: 

Printed Name: Josh Jaguich

Title: Vice President

Date: 9-26-16

Cook County Sheriff's Department

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit 1

Entity	Changes Made	Completed/In Development	Notes
Inmate DNA Collection History	<ul style="list-style-type: none"> Added/Remove fields Changed options on dropdown field Field name 	All work has been completed	
Booking	<ul style="list-style-type: none"> Added fields How "Housing Status" functions Adding address validation software/plugin for Arrest address, Inmate address, Visitor address for both Approved and Professional visits, and Senders address for Inmate Mail 	<ul style="list-style-type: none"> Completed Completed In Development 	Experian is the company that will be providing the address validation software/plugin
Cases	<ul style="list-style-type: none"> An existing field was changed from free text to lookup table 	In Development	
Incident Report	<ul style="list-style-type: none"> Added new fields- dropdown menu and lookup tables Moved Officer Battery Reports from Use of Force. Now placed under Incident Reports Field name 	<ul style="list-style-type: none"> Completed/In Development Completed In Development 	
Tier Log	<ul style="list-style-type: none"> Functionality of sub grids <ul style="list-style-type: none"> Living Unit Provision Log Staff Visits Security Checks (both Officer & Supervisor) Field name Free text field to dropdown 	<ul style="list-style-type: none"> Completed In Development Completed 	
Specialty Clinic	This is a new entity that was created. It can be found under Facility Management	Completed	If more info is needed, please provide specific questions
Primary Care Clinic	This is a new entity that was created. It can be found under Facility Management	Completed	If more info is needed, please provide specific questions
Program Visits	This is a new entity that will be created. It will be similar to Specialty Clinic. It will also be found under Facility Management	In Development	If more info is needed, please provide specific questions

Exhibit B

Cook County Information Technology Special Conditions (ITSCs)

Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. ***"Assets"*** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.2. ***"Business Associate Agreement"*** or ***"BAA"*** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. ***"Cardholder Data"*** means data that meets the definition of "Cardholder Data" in the most recent versions of the Payment Card Industry's Data Security Standard.

1.4. ***"Change"*** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.5. ***"Change Management"*** means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency- approved Changes with minimum disruption.

1.6. ***"Change Order"*** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.7. ***"Change Request"*** means one Party's request to the other Party for a Change Order.

1.8. ***"Contractor"*** has the same meaning as either: (a) both "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) "Contractor" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.9. **"Contractor Confidential Information"** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.10. **"Contractor Facilities"** means locations owned, leased or otherwise utilized by Contractor and its Subcontractors from which it or they may provide Services.

1.11. **"Contractor Intellectual Property"** means all Intellectual Property owned or licensed by Contractor.

1.12. **"Contractor IP Materials"** means all IP Materials owned or licensed by Contractor.

1.13. **"Contractor Personnel"** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.14. **"Contractor-Provided Equipment"** means Equipment provided by or on behalf of Contractor."

1.15. **"Contractor-Provided Software"** means Software provided by or on behalf of Contractor.

1.16. **"Criminal Justice Information"** means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.17. **"Data Protection Laws"** means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.18. **"Data Security Breach"** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.19. **"Deliverable"** has the same meaning as either: (a) "Deliverable" as defined in the County's Professional Services Agreement, if such document forms the basis of this Agreement; or (b) "Deliverable" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor- Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

1.20. **"Developed Intellectual Property"** means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.21. **"Developed Software"** any Software conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services (including any modifications, enhancements, patches, upgrades or similar developments).

1.22. **"Disaster"** means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.23. **"Disaster Recovery Plan"** means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.24. **"Equipment"** means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.25. **"Illicit Code"** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.26. **"Incident"** means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.27. **"Intellectual Property"** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.28. **"IP Materials"** means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.29. **"Laws"** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.30. **"Open Source Materials"** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.31. **"Party"** means either County, on behalf of County and its Using Agencies, or Contractor.

1.32. **"Parties"** means both County, on behalf of County and its Using Agencies, and Contractor.

1.33. **"Personal Information"** means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor's Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.34. **"Problem"** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.35. **"Protected Health Information"** or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.36. **"Public Record"** shall have the same meaning as the term "public record" in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.37. **"Required Consent"** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.38. **"Services"** either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor's services and other acts required in preparing, developing, and tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.39. **"Service Level Agreements"** or **"SLA"** means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.40. **"Software"** means computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.41. **"Third Party"** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.42. **"Third Party Intellectual Property"** means all Intellectual Property owned by a Third Party, including Third Party Software.

1.43. **"Third Party Contractor"** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not "Third Party Contractors."

1.44. **"Third Party Software"** means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency's specifications shall not be considered Third Party Software.

1.45. **"Transition Responsibilities"** means such exit assistance services as are reasonably necessary from Contractor and/or its Subcontractors to enable a complete transition of the affected Services to the Using Agency or the Using Agency's designee(s), including, but not limited to, all of the services, tasks and functions described in Section 9.

1.46. **"Using Agency"** has the same meaning as the term "Using Agency" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.47. **"Using Agency Confidential Information"** means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.48. ***"Using Agency Data"*** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.49. ***"Using Agency Intellectual Property"*** means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.50. ***"Using Agency IP Materials"*** means all IP Materials owned or licensed by the Using Agency.

1.51. ***"Using Agency-Provided Equipment"*** means Equipment provided by or on behalf of Using Agency.

1.52. ***"Using Agency-Provided Software"*** means Software provided by or on behalf of Using Agency.

1.53. ***"WISP"*** means written information security program.

2. SERVICES AND DELIVERABLES

2.1. Approved Facilities. Contractor will perform Services only within the continental United States and only from locations owned, leased or otherwise utilized by Contractor and its Subcontractors.

2.2. Licenses and Export Controls. Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.3. Required Consents for Assets in Use and Third Party Contracts as of the Effective Date. Contractor shall be responsible for obtaining all Required Consents relating to this Agreement. If Contractor is unable to obtain a Required Consent, Contractor shall implement, subject to the Using Agency's prior approval, alternative approaches as necessary to perform the Services. Contractor shall be responsible for and shall pay all costs associated with this section, including any fees or other charges imposed by the applicable Third Parties as a condition or consequence of their consent (*e.g.*, any transfer, upgrade or similar fees). The Using Agency shall cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request

2.4. Application Performance. Both Contractor and the Using Agency understand and acknowledge that the Jail Management Information System (hereinafter "System") will be hosted by the Using Agency, in an infrastructure that is completely managed and monitored by the Using Agency. As such, Contractor is unable to warrant or guarantee System performance, as measured in terms of system speed or availability, arising from issues that are related to the Using Agency's infrastructure or hardware.

Contractor shall guarantee a fully-operational application software (i.e., System) that runs on the Using Agency's infrastructure, as designed and deployed by the Contractor. This does not include changes to the System made by the Using Agency or other third party contractors, infrastructure-related issues, internet issues or desktop computer-related issues. Contractor is responsible for the performance and usability of the System, and guarantees as part of this agreement that the System shall be free of software defects that could affect system usage and performance, which includes the following list as an example:

- a. An error message is appearing in a window of the System,
- b. A user cannot log in or cannot complete a process in the System,
- c. A user enters data and cannot save the data, or "saved" data appears to be missing in the System,
- d. A print job or a workflow will not execute from the System,
- e. A report, dashboard, or query will not render in the System,
- f. The System screen "freezes" and navigation is inoperable,
- g. Commercially unreasonable application performance,
- h. Application or module down, and/or
- i. Any other commercially reasonable software defect that affects system usage or performance.

Commercially reasonable is based upon a standard of reasonableness, which is a subjective test of what a reasonable organization or person would do in the individual circumstance as judged by the standards of the applicable business community, taking all factors into account. Contractor and Using Agency will mutually agree upon the definition of reasonable as needed.

(i) Contractor shall not be responsible for System Downtime which results from any of the following:

- a. Facility power failure(s)
- b. Using Agency's data system or network failure
- c. Using Agency's user error
- d. Force majeure events
- e. System downtime required for normal PM servicing (i.e. Windows security patches)

2.5. SLAs & Default SLAs and Fee Reductions. Provided Using Agency is current on its payment for maintenance and support of the System as provided for in the Offender360 Post Implementation Support Services Agreement executed effective February 23, 2015, Contractor shall provide a 6-hour Response SLA meaning Contractor acknowledges receipt of request from Using Agency. Request resolution times are on a best effort schedule. Support requests are responded to in the order in which they are received and the perceived urgency of the request. Some requests may require escalation to Contractor Professional Services, Microsoft or a third-party software vendor for resolution.

All system down, critical support issues will bypass the 6 hours SLA and will be put to next in queue status, which will have a 1-hour Response SLA. If the Using Agency deems all issues as critical, Contractor reserves the right to redefine the priority of the SLA upon review with the Using Agency.

In the event that the Contractor fails to meet the Response SLA requirement outlined above, it shall investigate the root cause to determine if any trends exist. If any trends exist, it shall create a corrective plan of action. Contractor shall present the Using Agency with the corrective plan of action and regular updates on the success of the plan of action.

For the purposes of the helpdesk SLAs a "Failure to Respond" occurs when the Contractor team has confirmed receipt of a service ticket and the Contractor team fails to respond to the Using Agency within the timeframe defined in the Response SLA. The Contractor team receipt of the service ticket shall be defined as the date/time of confirmed receipt by Contractor via a mutually agreeable helpdesk submission process.

If Contractor fails to meet the Response SLA requirements Contractor will issue the Using Agency a \$100.00 credit per occurrence per day which credit will be reflected on the next invoice.

In no event shall Response SLA credits exceed 20% of the maintenance costs paid by Using Agency per year.

2.6. Standards and Procedures Manual. Contractor will prepare, update, and maintain a manual ("Standards and Procedures Manual") subject to the Using Agency's review and approval that shall: (a) be based upon ITIL processes and procedures; (b) conform to the Using Agency's standard operating procedures (c) be suitable to assist the Using Agency and the Using Agency's auditors in verifying and auditing the Contractor's performance of the Services; and (d) pursuant to the Tribridge Offender360 Core Documentation.

2.7. Project Management Methodology. Contractor shall perform the Services in accordance with an industry-recognized project management methodology and procedures, subject to Using Agency approval. Contractor shall comply with the Using Agency's procedures for tracking progress and documents for the duration of the Agreement, including the submission of weekly or monthly status reports to the Using Agency as the Using Agency may require.

2.8. Change Management Procedures. Contractor shall utilize Change Management procedures, subject to Using Agency approval, that conform to ITIL/ITSM to manage, track and report on Changes relating to the Services, including procedures for scheduling maintenance, patching, replacement of assets, and other matters required for proper management of the Services. No Change will be made without the Using Agency's prior written consent (which may be given or withheld in the Using Agency's sole discretion), unless such Change: (a) has no impact on the Services being provided by Contractor; (b) has no impact on the security of the Using Agency Data and the Using Agency systems; and (c) causes no increase in any fees under this Agreement or the Using Agency's retained costs.

2.9. Resources Necessary for Services. Except as set forth in this Agreement, Contractor shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other resources needed to perform the Services in accordance with the Agreement.

2.10. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon prior written approval of the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property.

2.11. Maintenance of Assets. Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.12. Service Compatibility. To the extent necessary to provide the Services, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable with the Using Agency-Provided Equipment, Using Agency-Provided Software and with the Using Agency's other Assets, at no cost beyond that specified in this Agreement and without adversely affecting any systems or services retained by the Using Agency or its Third Party Contractors. In the event of any Problem related to service compatibility where it is not known whether the Problem is caused by Contractor's Assets or by Using Agency's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate, to the Using Agency's reasonable satisfaction, that the cause was not due to Contractor Resources or to Contractor's action or inaction.

2.13. Cooperation with Using Agency's Third Party Contractors. Contractor shall cooperate with all Third Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors. Subject to reasonable confidentiality requirements and signed non-disclosure agreements between Contractor and Third Party Contractors, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (c) applicable written requirements of any necessary modifications to the systems or computing environment; and (d) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard security policies.

2.14. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

3. WARRANTIES

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations under this Agreement in accordance with all Laws applicable to Contractor and its business, including Laws applicable to the manner in which the Services are performed, including any changes in such Laws. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third Party Intellectual Property.

3.4. Contractor Warranties. Contractor warrants that its services will be performed in accordance with each statement of work and in a professional and workmanlike manner, and Contractor will undertake to correct any work not in compliance brought to Contractor's attention within ninety (90) days after the later of the date the service was performed or the date the problem was discovered, but in any event within one hundred eighty (180) days after the date the service is performed. Such warranty applies only to system error issues in Tribridge Offender Management, commonly referred to as bugs. A system error means any error, problem or defect, which is reported by Using Agency and verified by Contractor, that results from an incorrect functioning of Tribridge Offender Management, if such error, problem or defect causes incorrect results or incorrect functions to occur (e.g., the system adds 2 + 2 and the result is 5). Such warranty is not applicable if the problem is caused by (i) any modification, variation or addition to Tribridge Offender Management not performed by Contractor; (ii) County's and Contractor's agreement on incorrect use, abuse or corruption of Tribridge Offender Management; (iii) use of Tribridge Offender Management with other software or on equipment with which Tribridge Offender Management is incompatible, or (iv) error conditions that do not significantly impair or affect operation of Tribridge Offender Management.

3.5. No Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

3.6. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.7. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment.

3.8. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall pass through any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

3.9. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency security policies in place from time to time during the term of this Agreement.

4. INTELLECTUAL PROPERTY

4.1. Using Agency Intellectual Property. The Using Agency retains all right, title and interest in and to all Using Agency Intellectual Property and Using Agency IP Materials. To the extent the Using Agency may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of this Agreement to use, copy, maintain, modify, enhance and create derivative works of the Using Agency Intellectual Property and Using Agency IP Materials that are necessary for performing the Services, and that are explicitly identified in writing by the Using Agency's Chief Information Officer, for the sole purpose of performing the Services pursuant to this Agreement. Contractor shall not be permitted to use any of the Using Agency Intellectual Property or Using Agency IP Materials for the benefit of any entities other than the Using Agency. Contractor shall cease all use of the Using Agency Intellectual Property and Using Agency IP Materials upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement or relevant Services under this Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

4.2. Developed Intellectual Property. All reports, analyses, documents, designs, methods, materials or documentation developed or conceived by Contractor in connection with the project, except for the Utilities and Generic Enhancements (the "Work Product"), shall be considered "Works Made for Hire" as defined in 17 U.S.C. §101 and Using Agency shall be the sole and exclusive owner thereof. Subject to the parties' mutual obligation of confidentiality, Contractor will be free to use the concepts, techniques, and know-how used in connection with the projects. In addition, Contractor will continue to be free to perform similar services for its other clients using the knowledge, skills and experience obtained during the projects.

The parties acknowledge that the County of Cook, a public body corporate of the State of Illinois has licensed from Contractor pursuant to a separate end user license agreement certain software currently titled "Tribridge Offender Management" and acknowledge that such license will be controlled by the terms and conditions set forth in that end user license agreement and shall not be governed by this Agreement.

4.3. Contractor Intellectual Property. County acknowledges that Contractor has developed computer software, ideas, designs, methods, specifications, inventions, concepts, information, know-how, experience, techniques, documentation and other pre-existing intellectual property (collectively, the "Utilities"). All rights in the Utilities and any generic or non-County-specific computer software or other intellectual property (including, but not limited to, improvements, extensions, enhancements and modifications to the Utilities) made, developed, conceived or reduced to practice by Contractor in connection with its performing services hereunder (collectively, "Generic Enhancements") shall be owned solely by Contractor, whether or not incorporated into the project. If any Utilities or Generic Enhancements are incorporated into the project, then upon payment of all amounts due hereunder, Contractor grants to County an irrevocable, worldwide, perpetual, royalty-free and non-exclusive limited license to use such Utilities and Generic Enhancements for County's own use solely in connection with County's use of the Work Product (defined above).

4.4. Third Party Intellectual Property. Except as otherwise provided for in the Tribridge Offender Management end user license agreement between County of Cook, a public body corporate of the State of Illinois and Contractor, Contractor shall not introduce into the Using Agency's environment any Third Party Intellectual Property or otherwise use such Third Party Intellectual Property to perform the Services without first obtaining the prior written consent from the Using Agency's Chief Information Officer, which the Using Agency may give or withhold in its sole discretion. A decision by the Using Agency to withhold its consent shall not relieve Contractor of any obligation to perform the Services

4.5. Residual Knowledge. Nothing contained in this Agreement shall restrict either Contractor or Using Agency from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services which either Contractor or Using Agency, individually or jointly, develops or discloses under this Agreement, provided that in doing so Contractor or Using Agency does not breach its respective obligations under Section 5 relating to confidentiality and non-disclosure and does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 4, neither this Agreement nor any disclosure made hereunder grants any license to either Contractor or Using Agency under any Intellectual Property rights of the other

4.6. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP Materials. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include the right of use by Third Party Contractors for the benefit of the Using Agency, the right to make backup copies for backup purposes or as may be required by the Using Agency's Business Continuity Plan or Disaster Recovery Plan, the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements, and the right to give reasonable approval before Contractor changes Contractor-Provided Software in a manner that materially and negatively impacts the Using Agency.

5. USING AGENCY DATA AND CONFIDENTIALITY

5.1. Property of Using Agency . All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

5.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third Party proprietors of such information, and recognizes that the Using Agency and/or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

5.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as the Using Agency may reasonably request. Contractor shall also provide sufficient information requested by the Using Agency about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

5.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

5.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's requests as to the manner and terms of any such disclosure.

5.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly, at its own expense: (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

5.7. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

5.8. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check.

5.9. Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

6. DATA SECURITY AND PRIVACY

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency Policies as updated, provided that Contractor has been provided policies for review; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated; or (d) compliance with the then-current NIST 800-series standards and successors thereto or an equivalent, generally accepted, industry-standard security standards series.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed and shall be subject to the Using Agency's reasonable approval.

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

6.7. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a form provided by the Using Agency.

6.8. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor shall execute an addendum to this Agreement governing the Contractor's access to such Criminal Justice Information in a form provided by the Using Agency.

6.9. Intentionally Omitted.

6.10. Encryption Requirement. Contractor in collaboration with Using Agency shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor in collaboration with Using Agency shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office. Using Agency acknowledges that the solution, Using Agency's Confidential Information, Personal Information and Using Agency Data is managed within Using Agency's environment and the encryption requirement contained in this Section is the responsibility of Using Agency and governed by how Using Agency configures its environment. Contractor will assist the Using Agency upon request in configuring their environment to ensure Using Agency's Confidential Information, Personal Information and Using Agency Data is aligned with the encryption requirements within section 6.10.

6.11. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

6.12. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency; *provided, however,* that Contractor shall notify the Using Agency if it receives instructions or directions from the Using Agency that Contractor believes do not comport with generally accepted security policies or procedures and the Using Agency shall determine whether to modify such instructions or have Contractor comply with such instructions unchanged.

6.13. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

6.15. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

7. DATA SECURITY BREACH

7.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) at the request and under the direction of the Using Agency, take any all other remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law.

7.3. Intentionally Omitted.

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Breach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons. Costs shall not exceed Contractor's Technology Errors & Omissions insurance limits.

8. AUDIT RIGHTS

8.1. Generally. Contractor and its Subcontractors shall upon ten (10) days prior written notice provide access to any records, facilities, personnel, and systems relating to the Services, at any mutually agreed upon time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement.

8.2. Security Audits. Contractor shall perform, at its sole cost and expense, a security audit no less frequently than every twelve (12) months. The security audit shall test Contractor's compliance with security standards and procedures set forth in: (a) this Agreement, (b) the Standards and Procedures Manual, and (c) any security standards and procedures otherwise agreed to by the Parties.

8.3. Service Organization Control (SOC 2), Type II Audits. Contractor shall, at least once annually in the fourth (4th) calendar quarter and at its sole cost and expense, provide to the Using Agency and its auditors a Service Organization Control (SOC 2), Type II report for all locations at which the Using Agency Data is processed or stored. Note: Tribridge has undergone a SOC 2 Type I audit but is currently in the process of obtaining a SOC 2 Type II certification with anticipated timeline of Spring 2017. Upon completion of audit Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.4. Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 Type 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof. Note: Tribridge has undergone a SOC 2 Type I audit but is currently in the process of obtaining a SOC 2 Type II certification with anticipated timeline of Spring 2017. Upon completion of audit Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.5. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

8.6. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

9. Transition Responsibilities.

Upon termination or expiration of this Agreement for any reason, Contractor must, for a period of time specified by the Using Agency (not to exceed 90 calendar days; the "Transition Period"), provide all reasonable transition assistance requested by the Using Agency, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the Using Agency or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the Contractor's then current rates for similar Services; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the Using Agency or the its designee; and (c) taking all necessary and appropriate steps, or such other action as the Using Agency may direct, to preserve, maintain, protect, or return to the data to Using Agency (collectively, the "Transition Responsibilities"). The Term of this Contract is automatically extended through the end of the Transition Period.

10. MISCELLANEOUS

10.1. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) (including any Exit Assistance Period) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement, or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

10.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

10.3. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

10.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

10.5. Change Requests. Except as otherwise set forth in this Agreement, this Section 10.5 shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Contractor represents to Using Agency that it has factored into Contractor's fees adequate contingencies for *de minimis* Change Orders. Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of other than a *de minimis* deviation from the scope of the Services and/or Deliverables, Contractor shall provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall provide to Using Agency a written statement describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

10.6. Change Orders. Any Change Order that increases the cost or scope of the Agreement, or that materially affects the rights or duties of the Parties as set forth the Agreement, must be agreed upon by the Using Agency in a writing executed by the County's Chief Procurement Officer. In all cases, the approval of all Change Requests and issuance of corresponding Change Orders must comply the County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement.

Contract No. 13-11-12685
Vendor Name: TRIBRIDGE HOLDINGS, LLC

Exhibit C

Criminal Justice Information Services Security Requirements (CJIS)

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved

by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain

such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

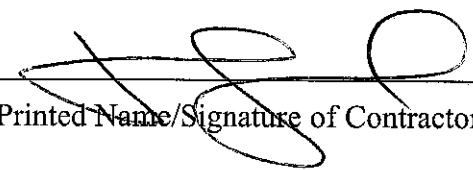
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date



Printed Name/Signature of Contractor Representative

9-26-16

Date

Tribridge Holdings LLC, Vice President

Organization and Title of Contractor Representative

Contract No. 1311-12685
Vendor Name: TRIBRIDGE HOLDINGS, LLC

Identification of Subcontractor/Supplier/Subconsultant Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: Contract #13-11-12685	Date:
Total Bid or Proposal Amount:	Contract Title:
Contractor: Tribridge Holdings, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Not Applicable
Authorized Contact for Contractor: Josh Jaquish	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): josh.jaquish@tribridge.com	Email Address (Subcontractor):
Company Address (Contractor): 4830 W. Kennedy Blvd. Suite 890	Company Address (Subcontractor):
City, State and Zip (Contractor): Tampa, FL 33609	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 813-287-8887	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
N/A	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Tribridge Holdings, LLC

Name Josh Jaquish

Title Vice President - Public Sector

Prime Contractor Signature

8-11-16
Date

Contract No. 1311-12685
Vendor Name: TRIBRIDGE HOLDINGS, LLC

Minority-Owned Business Enterprise and Women-Owned Business Enterprise Utilization Plan



TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

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17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

October 12, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1311-12685, Amendment No. 2
Jail Management Information System
Sheriff's Office

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Bidder: Tribridge Holding, LLC

Original Contract Value: \$2,179,500.00

Increased Contract Value: \$886,555.00, Amendment No. 1

Increased Contract Value: \$506,400.00, Amendment No. 2

New Contract Value: \$3,572,455.00

New Contract Term: May 8, 2013 through May 7, 2018

Contract Goal: 35% overall MWBE participation

Full MWBE Waiver Granted: There is a lack of sufficient qualified MBEs and/or WBEs capable of providing the services required by the contract. This is a Sole Source Agreement Contract.

Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,



Jacqueline Gomez

Contract Compliance Director

JG/la

Cc: Colleen Chambers, Sheriff's Office

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

☒

FULL MBE WAIVER

☒

FULL WBE WAIVER

☐

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

☒

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

☐

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☒

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☐

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.



4830 W. Kennedy Blvd.
Suite 890
Tampa, FL 33609

P: 813.287.8887
F: 813.287.8688

August 4, 2016

Colleen Chambers
Sheriff's Department Procurement Buyer
Cook County Procurement Office
118 N. Clark Street, Room 1018
Chicago, IL 60602

Re: Amendment No. 2
Contract No. 1311-12685

Dear Ms. Chambers:

Cook County Sheriff and Tribridge Holdings, LLC executed a Sole Source Agreement Contract No. 13-11-12685 for a Jail Management Information System dated May 8, 2013 (the "Contract"). Tribridge configured and implemented the TRIBRIDGE OFFENDER360 Jail Management solution pursuant to the terms of the Contract. Cook County Sheriff has presented Tribridge with an Amendment No. 2 to the Contract for Tribridge to perform services and complete an upgrade of its TRIBRIDGE OFFENDER360 solution.

Tribridge diligently reviewed the Cook County MBE/WBE directory and were not successful in finding the skills and experience needed to perform the services necessary to upgrade the TRIBRIDGE OFFENDER360 Jail Management Solution.

We appreciate your understanding of this matter and are available to answer any additional questions that you may have. I can be reached at 813-287-8887; extension 1165.

Sincerely,

Josh Jaquish
Vice President, Public Sector
Tribridge Holdings, LLC

Contract No. 1311-12685
Vendor Name: TRIBRIDGE HOLDINGS, LLC

Economic Disclosure Statements

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyiil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: _____ No: ☒

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: ☒

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) ☐ The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying Information:

Name Tribridge Holdings, LLC

D/B/A: _____ FEIN NO.: 26-3955872

Street Address: 4830 W. Kennedy Blvd., Suite 890

City: Tampa State: FL Zip Code: 33609

Phone No.: 813-287-8887 Fax Number: _____ Email: josh.jaquish@tribridge.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): Delaware File Number 464-0193; Illinois File Number 02805138

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) Delaware Limited Liability Company

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Tribridge Enterprises, LLC	4830 W. Kennedy Blvd., Ste 890, Tampa, FL 33609	99% Ownership

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [☒] Yes [☐] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Tribridge Enterprises, LLC	4830 W. Kennedy Blvd., Suite 890, Tampa, FL 33609	99% Ownership	Parent Company

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
LLR Equity Partners III LP	2929 Arch Street, Philadelphia, PA 19104	Member	
Tribridge Enterprises, LLC	4830 W. Kennedy Blvd., Suite 890, Tampa, FL 33609	Member	

Declaration (check the applicable box):

- [☒] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [☒] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Josh Jaquish

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

josh.jaquish@tribridge.com

E-mail address

Vice President Public Sector

Title

8-11-14

Date

813-287-8887

Phone Number

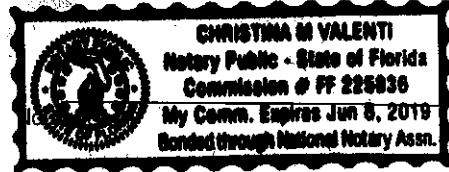
Subscribed to and sworn before me
this 11 day of August, 2014

x

Christina M Valenti

Notary Public Signature

My commission expires:





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Tribridge Holdings LLC

Address of Person Doing Business with the County: 4830 West Kennedy Blvd #890 Tampa, FL 33609

Phone number of Person Doing Business with the County: 813-287-8887

Email address of Person Doing Business with the County: josh.jaguish@tribridge.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Tribridge Holdings, LLC

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

13-11-12685

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ _____

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Colleen Chambers, Sheriff's Procurement Buyer

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Shannon Andrews, CPO

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient _____

Date _____

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1311-12685

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Tribridge Holdings, LLC

Substantial Owner Complete Name: Tribridge Enterprises, LLC

FEIN# 46-4739038

Date of Birth: _____ E-mail address: _____

Street Address: 4830 W. Kennedy Blvd., Suite 890

City: Tampa State: FL Zip: 33609

Home Phone: (____) _____ - _____ Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or ☒ NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or ☒ NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or ☒ NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or ☒ NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or ☒ NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or ☒ NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: KSB

Date: 8/8/16

Name of Person signing (Print): Kenneth Bowles Title: CFO

Subscribed and sworn to before me this 8th day of August, 2016

x Melissa A Taylor
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

Tribridge Holdings LLC

LLC Name

Josh Jaguish

*Member/Manager Printed Name and Signature

9-29-16

Date

813-287-8887

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

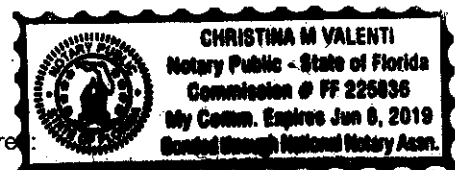
Telephone and Email

Subscribed and sworn to before me this
29 day of September, 2016.

Christina M Valenti
Notary Public Signature

My commission expires:

Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.